

INTRODUCTION

This Agreement entered into this 7th day of December, 1981, by and between the Hamburg Board of Education, Hereinafter called the "BOARD", and the Hamburg Education Association, hereinafter called the "ASSOCIATION", represents the complete and final understanding on all bargainable issues between the BOARD and the ASSOCIATION, for the term of this agreement.

TABLE OF CONTENTS

ARTICLE I	INTRODUCTION
ARTICLE II	RECOGNITION
ARTICLE III	GRIEVANCE PROCEDURE
ARTICLE IV	ASSOCIATION RIGHTS AND PRIVILEGES
ARTICLE V	TEACHER RIGHTS
ARTICLE VI	TEACHER HOURS AND TEACHING LOAD
ARTICLE VII	TEACHER EMPLOYMENT
ARTICLE VIII	SUBSTITUTES
ARTICLE IX	TEACHER FACILITIES
ARTICLE X	TEACHER ASSIGNMENT
ARTICLE XI	NON-TENURED TEACHER EVALUATION
ARTICLE XII	EXTENDED LEAVES OF ABSENCE
ARTICLE XIII	VOLUNTARY TRANSFER AND REASSIGNMENTS
ARTICLE XIV	MISCELLANEOUS PROVISIONS
ARTICLE XV	ABSENCE FOR PERSONAL ILLNESS
ARTICLE XVI	TEMPORARY LEAVES OF ABSENCE
ARTICLE XVII	HEALTH CARE COVERAGE
ARTICLE XVIII	ACCUMULATED UNUSED SICK DAYS
ARTICLE XIX	SALARIES
ARTICLE XX	PART TIME STAFF MEMBERS
ATTACHMENTS:	DURATION OF AGREEMENT
	SCHEDULES A
	SCHEDULES B
	SCHEDULES C

ARTICLE I

ARTICLE I
RECOGNITION

A. UNIT

The BOARD hereby recognizes the ASSOCIATION as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all ten (10) month contracted teaching staff members. 18:A 1-1 (defined)

ARTICLE II
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A grievance is a claim by a teacher(s) or the ASSOCIATION based upon an alleged violation, misinterpretation or misapplication of any of the provisions of this agreement.

2. Aggrieved Person

An "aggrieved person" is the teacher(s) or the ASSOCIATION making the claim.

B. PROCEDURE

1. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure as hereinafter described.

2. Time Limits

a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

b. A grievance must be filed within thirty calendar days after its occurrence.

3. If the aggrieved fails to follow the prescribed procedure within the time limits set forth, the grievance becomes void.

4. Year-end Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

5. Level one - Principal or Immediate Superior

A grievance shall first be discussed with the Superintendent/designee, either directly or through the ASSOCIATION'S designated representative, with the objective of resolving the matter informally.

6. Level two - Board of Education

If the aggrieved person(s) is not satisfied with the disposition of the grievance at level one, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the aggrieved may file the grievance in writing with the ASSOCIATION within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner.

Within five (5) school days after receiving the written grievance, the ASSOCIATION shall refer the grievance to the BOARD for a hearing. A BOARD hearing shall be granted within fifteen (15) school days after the grievant's filing for appeal. The BOARD shall render its decision within ten (10) school days after the completion of the hearing.

If after a "cooling-off-period" of ten (10) school days the grievance remains unsolved, either party may proceed to arbitration.

7. Arbitration

a. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator.

b. The arbitrator so selected shall confer with the representatives of the BOARD and the ASSOCIATION and hold a hearing promptly and shall issue a decision no later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, no later than twenty (20) days from the date of which final statements and proofs on the issues were submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the BOARD and the ASSOCIATION and shall be advisory only.

c. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the BOARD and the ASSOCIATION. Any other expenses incurred shall be paid by the party incurring same.

C. RIGHTS OF TEACHER TO REPRESENTATION

1. Teacher and ASSOCIATION

An aggrieved teacher after level one may be self-represented at all other stages of the grievance procedure or by a representative selected or approved by the ASSOCIATION at no cost to the BOARD.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public but shall include only such parties concerned and their designated or selected representatives.

3. Any teacher involved in a grievance procedure shall be required to follow administrative directives and BOARD policies while the grievance procedures are being reviewed.

D. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants, but in the BOARD secretary's grievance file, and the content of which shall be made available to ASSOCIATION representatives.

ARTICLE III
ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The BOARD agrees to make available to the ASSOCIATION, in response to reasonable requests, all information concerning the educational program.

B. RELEASE TIME FOR MEETINGS OUTSIDE OF DISTRICT

With the approval of the Superintendent, any representative of the ASSOCIATION or any teacher may participate during working hours in negotiations, grievance proceedings, conferences, or meetings for Hamburg School, and shall suffer no loss in pay.

C. USE OF EQUIPMENT AND FACILITIES

With prior approval of the Superintendent, the ASSOCIATION shall have the right to use school facilities and equipment. The ASSOCIATION shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

D. RELEASE TIME FOR MEETINGS INSIDE DISTRICT

Whenever any teacher is mutually scheduled by the BOARD, the ASSOCIATION and/or the Superintendent to participate during working hours in negotiations, grievance proceedings, conferences, and/or meetings, that person shall suffer no loss in pay.

ARTICLE IV
TEACHER RIGHTS

A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict any teacher such rights as guaranteed under New Jersey School Laws or other applicable laws and regulations. Those rights guaranteed to teachers thereunder shall be deemed to be in addition to those provided in this Agreement.

B. MEETINGS WHICH COULD ADVERSELY AFFECT EMPLOYMENT

Whenever any teacher is required to appear before any administrator, BOARD, or any committee member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of the teacher's office, position, employment, salary, or any increments pertaining thereto, that teacher shall be given prior written notice and shall be entitled to have a representative of the ASSOCIATION present to advise and represent said teacher during such meetings or interviews. Any suspension of a teacher pending charges shall be with pay. If and when a teacher is found guilty all pay received during the suspension shall be returned to the BOARD.

C. EVALUATION OF STUDENTS

The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Hamburg School District based upon the teacher's professional judgement of available criteria pertinent to any given subject area or activity to which that teacher is responsible. No grade or evaluation shall be changed without justification to that teacher.

D. CRITICISM OF TEACHERS

Questions or criticisms, by the Superintendent or a supervisor of a teacher and/or the instructional methodology of that teacher shall be made in confidence and not in the presence of students, parents, or other public gatherings.

E. PERSONAL RECORDS

All teachers shall have the right, upon request, to review the content of their personnel file and to make copies with BOARD equipment of any documents contained therein. Teachers shall be entitled to have a representative of the ASSOCIATION present during such reviews. At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in the personnel file which is believed to be inappropriate. Said documents shall then be reviewed by the Superintendent/designee and if found obsolete or otherwise inappropriate, these documents shall then be properly discarded or amended in writing.

F. DEROGATORY MATERIAL

1. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the personnel file unless the teacher has had an opportunity to review such material. The teacher shall acknowledge said opportunity to review such material by affixing the proper signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written response to such material which shall then be reviewed by the Superintendent /designee and attached to the file copy.

2. If a teacher refuses to sign derogatory material, the Superintendent shall request that the ASSOCIATION representative and BOARD representative sign the said material, and said material shall then be placed in the file.

G. NO SEPARATE FILE

The BOARD agrees to protect the confidentiality of personnel references, academic credentials, and other similar documents, and shall therefore not establish any separate personnel file.

H. NON-DISCRIMINATION

The BOARD and the ASSOCIATION agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

ARTICLE V
TEACHING HOURS AND TEACHING LOAD

A. TEACHER DAY

The workday for classroom instruction shall consist of not more than six (6) hours and thirty (30) minutes which shall include instructional, preparational, and a duty-free lunch period. In addition to the workday for classroom instruction, teachers shall arrive ten (10) minutes before and remain fifteen (15) minutes after the close of the pupil's day. On Fridays or on days preceding holidays or vacation, the teachers' day shall end at the close of the pupil's day unless otherwise announced.

B. LUNCH PERIODS

1. All teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

2. Leaving the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods but must inform the office upon leaving and returning.

C. MEETINGS

1. Prior to Holidays and Weekends

Whenever possible meetings, which take place after the regular workday and which require attendance, shall not be called on Fridays or on any day immediately preceding holidays, or other days upon which teacher attendance is not required at school.

2. Faculty

Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time.

D. INCLEMENT WEATHER

Teacher attendance shall not be required whenever student attendance is not required to inclement weather.

E. DEFINITION OF IN-SCHOOL WORK YEAR

The work year shall include days when pupils are in attendance, orientation days, and any other days which teacher attendance is required.

F. MONITORING DUTIES

1. The regularly employed teaching staff shall be expected to perform bus, cafeteria, and playground/recess duties, and these duties shall be of equal scheduling as determined by the Superintendent. These duties, with the exception of detention, shall not exceed the teacher workday as described in Article V, Section A, TEACHER DAY. Whenever possible, scheduling shall be made at least one (1) month in advance of any duties performed.

2. The regularly employed teaching staff shall be expected to perform detention duties. These duties shall be on a rotating schedule, Tuesday through Thursday, and shall not exceed 4:00pm. These duties shall be proportionately scheduled by the Superintendent as determined by the teacher work load, which shall be defined as "The direct supervision of children". Whenever possible, scheduling shall be made at least one (1) month in advance of any duties performed.

3. The required supervision of evening duties shall be secured solely through volunteer persons, who as compensation for their efforts, shall receive \$50.00 per person, per evening assignment. The ASSOCIATION shall provide to the Superintendent a list of suitable persons who shall provide supervision of such duties.

4. Teachers who wish to conduct evening programs for the benefit of the parents and/or general public shall be compensated at the rate of \$25.00 per program. The subject matter and outline of said programs must have prior approval of the Superintendent.

5. All teachers shall be released from the duty of collecting monies for various programs and/or activities throughout the school year with the exception of the following:

- a - Lunch Money
- b - Specific classroom activities that would apply just for that grade.

G. PREPARATION TIME

Teachers shall have five (5) preparational periods per week, each of which to be at least a forty (40) minute duration, when they shall not be assigned any other duties.

H. TUTORING DUTIES

All teachers, when reasonably requested, shall be available during the week to tutor.

I. BACK TO SCHOOL NIGHT

All regularly employed teachers shall attend the annual Back to School Night.

J. PARENT/TEACHER CONFERENCES

All regularly employed teachers shall attend two (2) formally scheduled parent/teacher conferences per academic year. Subject conferences shall require evening meetings.

ARTICLE VI
TEACHER EMPLOYMENT

A. NOTIFICATION

Upon employment the Superintendent shall report to the ASSOCIATION in writing the certificates and degrees held, major and minor fields of study, and prior experience of each new teacher.

B. NOTIFICATION OF CONTRACT

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th of the current academic year. Teachers shall in turn, notify the BOARD of their intentions for the ensuing year no later than May 15th of that same year.

C. PLACEMENT ON SALARY SCHEDULE

1. Upon initial appointment, a teacher's salary or placement on the guide shall be negotiated between the BOARD and the teacher candidate.

2. Adjustment of Salary Schedule

Returning teachers shall be placed on the proper step of the salary schedule at the beginning of each academic year. Any teacher employed prior to February 1st of any academic year shall be given full credit for one (1) year of service toward the next increment step for the following year.

ARTICLE VII
SUBSTITUTES

A. LIST

During the academic year the BOARD agrees to maintain, to the best of its ability, a list of substitute teachers.

B. COVERAGE

The BOARD shall make every reasonable effort to provide substitutes for all personnel in all departments, including special teachers and nurses. In the event that such substitutes shall not be available, the BOARD shall pay twenty (20) dollars per day per teacher who assumes the duties and/or responsibilities of a substitute teacher for up to but not more than one-half plus one of the total number of students in the class assignment in question.

ARTICLE VIII
TEACHER FACILITIES

A. LISTING OF FACILITIES

During the academic year, the BOARD shall provide, whenever economically possible, the following facilities to all teachers:

1. Space in each classroom in which instructional materials and supplies may be stored.
2. A serviceable desk, chair and filing cabinet for exclusive teacher use.
3. Copies, exclusively for teacher use, of all texts used in the subjects taught.
4. Needed books, paper, pencils, pens, chalk, chalkboard space and other materials required in effective daily teaching.
5. A working communication system linking the main office with the classroom(s).
6. A lighted and cleaned restroom, separate from the students' restroom.
7. Closet space to store coats, overshoes, and personal articles.
8. Off street parking facilities, when physically available and economically practical, with parking spots to be designated on a seniority basis.

ARTICLE IX

TEACHER ASSIGNMENT

A. NOTIFICATION DATE FOR PRESENTLY EMPLOYED TEACHERS

Except in cases of emergency, all teachers shall be given written notice of their class and/or subject assignments, building assignments, and room assignments for the forthcoming year no later than June 30th of the current academic year.

B. REVISIONS

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 30th, the teacher affected and a representative of the ASSOCIATION shall be notified promptly in writing and upon request of the teacher, the changes shall be reviewed between the Superintendent and the teacher affected, accompanied by a representative of the ASSOCIATION if so desired by the affected teacher.

C. ASSIGNMENT CRITERIA

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Education.

ARTICLE X
NON-TENURED TEACHER EVALUATION

A. FREQUENCY

All non-tenured teachers shall be evaluated by the Superintendent/designee at least four (4) times in each academic year. Each evaluation to be followed by a written evaluation and conference between the teacher and the Superintendent/designee for the purpose of identifying any deficiencies and extending assistance for the correction and improvement of instruction.

B. GENERAL CRITERIA

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly.

2. Evaluation by Certificated Supervisors

Except in cases of emergency, teachers shall be evaluated only by persons who are currently certified by the New Jersey State Board of Examiners to supervise instruction and who are currently employed on a full-time basis by the BOARD.

3. Copies of Evaluation

A teacher shall be given a copy of any class visitation or any evaluation report prepared by an evaluator at least one (1) day before any conference is scheduled to discuss these issues. No such report shall be submitted to the central office, placed in the teacher's personnel file, or otherwise acted upon, without prior conference with that teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

C. EVALUATION PROCEDURE

1. Communication

Prior to any evaluation report, the Superintendent shall have had appropriate communication with the teacher which shall include all steps in Par. 2, Article 10, Section C, of this agreement.

2. Reports

Evaluation reports shall be presented to each teacher by the Superintendent in accordance with the following procedures:

a. Such reports shall be issued in the name of the Superintendent based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written and shall include, when pertinent:

- (1) Teacher strengths evidenced during the period since the previous report.
- (2) Weaknesses of the teacher as evidenced during the period since the previous report.
- (3) Specific suggestions as to measures which the teacher might take to improve performance in each of the areas wherein weaknesses have been indicated.

D. TERMINATION OF EMPLOYMENT

Final evaluation of a teacher upon termination of employment shall be concluded prior to severance, and no documents and/or other materials shall be placed in the personnel file of any teacher after severance or otherwise, than in accordance with the procedure set forth in this Article.

ARTICLE XI
EXTENDED LEAVES OF ABSENCE

A. MILITARY

Military leave without pay shall be granted, provided that a thirty (30) day notice is given in writing to the Superintendent, to any teacher who is inducted or enlists in time of national emergency in any branch of the armed forces of the United States for the period of said induction or national emergency and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge.

B. MATERNITY

1. Natural Birth

The BOARD shall grant maternity leave without pay to any tenured teacher upon request subject, however, to the following stipulations and limitations:

a. Maternity leave shall commence and end on the dates requested in writing by the teacher, subject to approval by the BOARD.

b. Any teacher granted maternity leave shall be restored to a teaching position upon written request and approval of the BOARD.

c. No teacher shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return; when medical documentation of fitness is provided to the BOARD.

d. The BOARD shall remove any teacher from her duties during pregnancy unless the teacher can produce a certificate from her physician that she is medically able to continue teaching.

e. If leave commences prior to May 15th of a given year and the teacher wishes to return to the staff for the forthcoming academic year (same calendar year as when the leave commenced), she must file no later than April 15th, a written notice to the BOARD of her intention to return. If this notice is not received by April 15th, leave is automatically extended until the beginning of the following academic year.

f. If a teacher does not wish to return to the staff as described in Article XII, Section B., Paragraph 1, Sub-sections e and f, the BOARD shall require a written notice of termination by April 15th.

g. Any teacher granted maternity leave according to the provisions of this section may elect to use 60 days accumulated sick leave and receive full pay and full benefits during this leave time. This is to be applied to thirty (30) days before the doctor determined due date and thirty (30) days thereafter.

C. BENEFITS

All benefits to which a teacher is entitled at the time an approved leave of absence commences shall be suspended during such leave and shall be restored upon return; however, any teacher on a leave of absence approved by the BOARD, may continue under BOARD health insurance plans for a maximum one (1) school year. Group health care benefit premiums shall be paid thirty (30) days in advance of the BOARD's payment schedule. This payment schedule shall be provided by the BOARD Secretary prior to commencement of the approved leave of absence.

D. EXTENSIONS AND RENEWALS

All requests for extensions and/or renewals of leaves shall be made in writing and such requests shall be subject to BOARD approval.

ARTICLE XII
VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date

No later than July 1st of each year, the Superintendent shall make known to the faculty a list of known vacancies.

2. Filing Requests

Teachers who request a change in grade and/or subject assignment may file a written statement of such requests with the Superintendent by May 15th, of the current academic year.

3. Written Notification

As soon as reasonable and no later than July 30th, the Superintendent shall present to the ASSOCIATION a system-wide schedule showing the names of all teachers who have been reassigned or transferred.

B. CRITERIA FOR ASSIGNMENT

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interests of the school system as do determined by the Superintendent. No such requests shall be denied arbitrarily, capriciously, or without basis in fact. If a teacher's request for transfer has been denied, a renewed or subsequent request made in the following academic year shall be granted under the conditions described above, unless there is no available position to which the teacher can be transferred or an adequate replacement for the teacher cannot be obtained.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

A. SEPARABILITY

If any of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the BOARD and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. PRIVATE NEGOTIATIONS

The negotiations between the BOARD and the ASSOCIATION shall be conducted in private.

D. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and mutually agreed upon by both parties.

ARTICLE XIV
ABSENCE FOR PERSONAL ILLNESS

A. DEFINITION

Absence is defined as away from post or duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorization because of a contagious disease in the immediate family household.

B. SICK DAYS

All full-time employed teachers shall be entitled to twelve (12) sick days with full pay in each academic year.

C. ACCUMULATION

If fewer than twelve (12) school days of allowed sick leave is taken in any academic year, the number of days not used shall then be cumulative without limit.

D. ABSENCE ON SICK LEAVE

1. Absence on sick leave shall be charged first to the twelve (12) day allowance for the current academic year until it is fully utilized, and thereafter, to the cumulative credit to the extent that such credit is available to the individual teacher.

2. In all absences for sick leave exceeding three (3) consecutive school days, the teacher shall be required to file a physician's certificate with the Superintendent upon return. The Superintendent may require a physician's certificate of illness when sick leave exceeds twelve (12) school days in the academic year.

E. NOTIFICATION OF ACCUMULATION

An individual statement of accumulated sick leave for all employees covered by this agreement shall be provided by the BOARD Secretary to each individual member at the start of each school year.

ARTICLE XV
TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVE

Each academic year teachers shall be entitled to the following temporary leaves of absence with full pay.

1. Death

Up to five (5) days shall be granted at any time in the event of the death of a teacher's child, spouse, parent, father-in-law, mother-in-law, brother and sister, grand-parent, grandchild, and one day leave due to death of other family members. This leave to be used within five (5) working days following the death, unless otherwise approved by the Superintendent. These days shall not be permitted to accumulate.

2. Personal Days

Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during working hours shall be granted during each academic year. One unused personal day per academic year shall be allowed to accumulate and shall then take the status of unused sick days.

Except in cases of emergency, personal days shall be used with notification to the Superintendent of at least three (3) work days in advance of the day requested, with only one (1) personal day to be taken on Monday and one (1) personal day to be taken on a Friday per academic year. Except in cases of emergency, the following days shall be excluded from the personal day use: the day prior to and the day following all school scheduled vacations, which shall include Thanksgiving, Christmas, Winter, Spring, and Easter.

Emergency shall be defined as, "an extraordinary personal occurrence that could not be addressed on any other day".

Except in cases of emergency, multiple days requested must have prior approval of the Superintendent. Notification shall be five (5) school days to date requested. Response from the Superintendent shall be within three (3) days. Any teacher who is denied a requested personal day and therefore calls in absent due to illness on that day may be required to produce acceptable medical evidence of proof of illness in order to be paid for that day.

B. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XVI
HEALTH CARE COVERAGE

A. Health care coverage shall include New Jersey Blue Cross, Blue Shield, Rider J and Major Medical benefits or their equivalent and Dental Health as mutually agreed for teaching staff members as described in Article I, and eligible dependents, shall be provided by the BOARD.

All costs for Health Care Coverage shall be borne solely and completely by the BOARD, with the exception of the Dental Health Coverage, which shall read as follows:

a. During the first year of this collective bargaining agreement, the BOARD shall assume 60% of the total cost of the Dental Health Coverage while the ASSOCIATION shall assume the remaining 40% of the total cost.

b. During the second year of this collective bargaining agreement the BOARD shall assume 70% of the total cost of the Dental Health Coverage while the ASSOCIATION shall assume the remaining 30% of the total cost.

c. During the third and final year of the collective bargaining agreement, the BOARD shall assume 80% of the total cost of the Dental Health Coverage while the ASSOCIATION shall assume the remaining 20% of the total cost.

ARTICLE XVII
UNUSED SICK LEAVE

A. RETIREMENT BENEFITS

Upon retirement, teachers who have completed fifteen (15) years service in the Hamburg School District shall be eligible for 100% of their unused sick days at 50% of currently existing substitute teacher pay rate per day (with \$20.00 per day minimum) up to a maximum of \$2,500.00 per employee, provided that the proper filing process to draw pension annuity be completed according to the rules of the Teachers' Pension Annuity Fund. Teachers planning to retire July 1st, shall be required to give notice of their intent to the Superintendent no later than January 1st of that same year.

ARTICLE XVIII

SALARIES

A. METHOD OF PAYMENT

1. Ten (10) Month

Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly payments on the 15th and last working day of each month.

2.

Except in cases of emergency, all newly hired teachers who start employment on or before the seventh day of the month shall receive their first paycheck in the first pay period of that same month. All newly hired teachers who start employment after the seventh day of the month shall receive their first paycheck in the last pay period of that same month.

3. Exceptions

When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay check on the last previous working day.

4. Final Pay

Teachers shall receive their final checks on the last working day in June. The salaries of all personnel covered by this agreement are set forth in Schedule A which is attached hereto and made a part thereof.

B. ADDITIONAL CREDITS

1. Any regularly full-time employed teacher who has achieved fifteen (15) graduate school credits beyond the B.A. degree on or before June 30, 1986, shall receive \$500.00 in addition to basic salary.

2. Any regularly employed full-time teacher who has achieved thirty (30) graduate school credits beyond the B.A. degree on or before June 30, 1986, shall receive \$1,000.00 in addition to basic salary.

3. Any regularly employed full-time teacher who has achieved fifteen (15) graduate school credits beyond the M.A. degree on or before June 30, 1986, shall receive \$500.00 in addition to basic salary.

4. Any regularly employed full-time teacher who has achieved thirty (30) graduate school credits beyond the M.A. degree on or before June 30, 1986, shall receive \$1,000.00 in addition to basic salary.

5. All semester hours of graduate credit shall be reimbursed by the BOARD at a per credit rate at the level set by the N.J. State Colleges. Reimbursement shall not exceed six (6) graduate credits per semester, nor shall it exceed eighteen (18) graduate credits per teacher for any fiscal year. It is further agreed that total reimbursement shall not exceed \$5,000.00 per fiscal year.

C. EXTRA DUTY POSITIONS

When the BOARD and ASSOCIATION mutually agree, the following services shall be offered as extra-duty positions and shall be compensated for at a rate of pay attached hereto and identified as schedules B and C. Each teacher performing extra duty shall be placed on the proper step each academic year.

Notification of extra-duty positions shall be posted no later than July 30, with service to begin on or after September 1.

D. MID YEAR SALARY GUIDE ADJUSTMENT

The BOARD agrees to place a teacher on the next salary level with the appropriate salary increase to be effective February 1st of any academic year provided the teacher earns the required number of credits to be eligible for that level prior to February 1st. It is further understood that said teacher must submit to the Superintendent prior to October 31st, a written notice that the teacher intends to reach the next horizontal salary level by February 1st. Otherwise all salary and/or guide adjustments shall become effective September 1st of the following academic year.

ARTICLE XIX
PART-TIME STAFF MEMBERS

A. DEFINITION

Part-time teachers shall be defined as, "any teaching staff member whose contract is for less than 100% teaching time (less than five (5) days per week)."

B. HEALTH CARE COVERAGE

No part-time teaching staff member employed less than twenty (20) hours per week shall have health care coverage paid for by the BOARD except for those full time teaching staff members reduced to part-time status in the future.

C. SICK LEAVE

This leave will be on a pro-rated basis. (Example - 40% will get $.4 \times 12 = 4.8$ or 5 days.)

D. PERSONAL DAYS

This leave will be on a pro-rated basis. (Example - 40% will get $.4 \times 4 = 1.6$ or 2 days.)

E. DEATH DAYS

This leave will be on a pro-rated basis. (Example - 40% will get $.4 \times 3 = 1.2$ or 1 day.)

SCHEDULE A, B, C

See attached.

1. Teachers who have completed 20 years of employment in the Hamburg School District shall receive an annual amount of \$1,000.00 over and above the salary guide.
2. Teachers who have completed 25 years of employment in the Hamburg School District shall receive an annual amount of \$1,500.00 over and above the salary guide.
3. Teachers who have completed 30 years of employment in the Hamburg School District shall receive an annual amount of \$2,000.00 over and above the salary guide.
4. Teachers who have completed 35 years of employment in the Hamburg School District shall receive an annual amount of \$2,500.00 over and above the salary guide.

ARTICLE XX
DURATION OF AGREEMENT

A. DURATION PERIOD

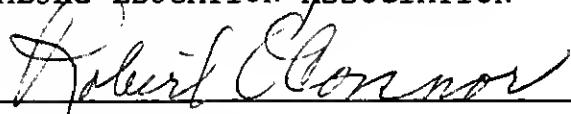
This Agreement shall be effective as of July 1, 1988 and shall continue in effect through June 30, 1991.

B. STATUS OF INCORPORATION

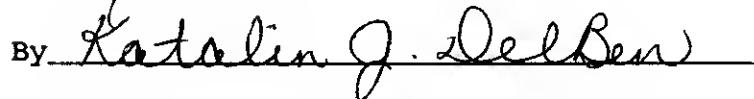
In witness whereof the ASSOCIATION has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal placed hereon.

HAMBURG EDUCATION ASSOCIATION

By

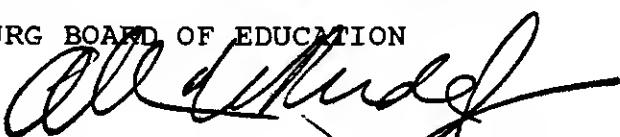


By

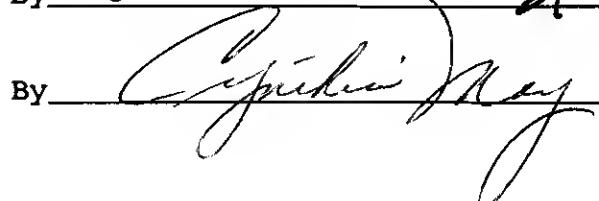


HAMBURG BOARD OF EDUCATION

By



By



SCHEDULE A
SALARY GUIDE 1988-1989

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
1.	20,570.	22,320.
2.	21,450.	23,200.
3.	22,330.	24,080.
4.	23,210.	24,960.
5.	24,090.	25,840.
6.	24,970.	26,720.
7.	25,850.	27,600.
8.	26,730.	28,480.
9.	27,610.	29,360.
10.	28,490.	30,240.
11.	29,370.	31,120.
12.	30,250.	32,000.
13.	31,130.	32,880.
14.	32,010.	33,760.
15.	32,890.	34,640.
16.	33,770.	35,520.

SCHEDULE A
SALARY GUIDE 1989-1990

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
1.	21,774.	23,524.
2.	22,742.	24,492.
3.	23,710.	25,460.
4.	24,678.	26,428.
5.	25,646.	27,396.
6.	26,614.	28,364.
7.	27,582.	29,332.
8.	28,500.	30,300.
9.	29,518.	31,268.
10.	30,486.	32,236.
11.	31,454.	33,204.
12.	32,422.	34,172.
13.	33,390.	35,140.
14.	34,358.	36,108.
15.	35,326.	37,076.
16.	36,294.	38,044.

All persons off the Guide shall receive a salary increase of
\$3,492.00.

SCHEDULE A
SALARY GUIDE 1990-1991

<u>STEP</u>	<u>B.A.</u>	<u>M.A.</u>
1.	23,806.	25,806.
2.	24,774.	26,774.
3.	25,742.	27,742.
4.	26,710.	28,710.
5.	27,678.	29,678.
6.	28,646.	30,646.
7.	29,614.	31,614.
8.	30,582.	32,582.
9.	31,550.	33,550.
10.	32,518.	34,518.
11.	33,485.	35,485.
12.	34,454.	36,454.
13.	35,422.	37,422.
14.	36,390.	38,390.
15.	37,358.	39,358.
16.	38,326.	40,326.

All persons off the Guide shall receive a salary increase of
\$3,310.00.

SCHEDULE B 1988-1989

EXTRA DUTY POSITIONS

<u>ACTIVITY</u>	<u>EXPERIENCE LEVEL</u>			
	(1)	(2)	(3)	(4)
ATHLETIC COORDINATOR	600.	700.	800.	900.
BASKETBALL	900	1000.	1100.	1200.
BASKETBALL ASST.	700.	800.	900.	1000.
CHEERLEADING	700.	800.	900.	1000.
CHEERLEADING ASST.	500.	600.	700.	800.
TRACK	700.	800.	900.	1000.
TRACK ASST.	500.	600.	700.	800.
WRESTLING	1100.	1200.	1300.	1400.
WRESTLING ASST.	900.	1000.	1100.	1200.
SOCCER	800.	900.	1000.	1100.
SOCCER ASST.	600.	700.	800.	900.
SOFTBALL	700.	800.	900.	1000.
SOFTBALL ASST.	500.	600.	700.	800.

SCHEDULE B 1989-1990EXTRA DUTY POSITIONS

<u>ACTIVITY</u>	<u>EXPERIENCE LEVEL</u>			
	(1)	(2)	(3)	(4)
ATHLETIC COORDINATOR	700.	800.	900.	1000.
BASKETBALL	1000.	1100.	1200.	1300.
BASKETBALL ASST.	800.	900.	1000.	1100.
CHEERLEADING	800.	900.	1000.	1100.
CHEERLEADING ASST.	600.	700.	800.	900.
TRACK	800.	900.	1000.	1100.
TRACK ASST.	600.	700.	800.	900.
WRESTLING	1200.	1300.	1400.	1500.
WRESTLING ASST.	1000.	1100.	1200.	1300.
SOCcer	900.	1000.	1100.	1200.
SOCcer ASST.	700.	800.	900.	1000.
SOFTBALL	800.	900.	1000.	1100.
SOFTBALL ASST.	600.	700.	800.	900.

SCHEDULE B 1990-1991

EXTRA DUTY POSITIONS

<u>ACTIVITY</u>	<u>EXPERIENCE LEVEL</u>			
	(1)	(2)	(3)	(4)
ATHLETIC COORDINATOR	800.	900.	1000.	1100.
BASKETBALL	1100.	1200.	1300.	1400.
BASKETBALL ASST.	900.	1000.	1100.	1200.
CHEERLEADING	900.	1000.	1100.	1200.
CHEERLEADING ASST.	700.	800.	900.	1000.
TRACK	900.	1000.	1100.	1200.
TRACK ASST.	700.	800.	900.	1000.
WRESTLING	1300.	1400.	1500.	1600.
WRESTLING ASST.	1100.	1200.	1300.	1400.
SOCER	1000.	1100.	1200.	1300.
SOCER ASST.	800.	900.	1000.	1100.
SOFTBALL	900.	1000.	1100.	1200.
SOFTBALL ASST.	700.	800.	900.	1000.

SCHEDULE C 1988-1989
CO-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>EXPERIENCE LEVEL</u>			
	(1)	(2)	(3)	(4)
A.V.A.	500.	600.	700.	800.
DRAMA	700.	800.	900.	1000.
DRAMA ASST.	400.	500.	600.	700.
SOCCER (INTRAMURAL)	300.	400.	500.	600.
VOLLEYBALL (INTRAMURAL)	300.	400.	500.	600.
SAFETY PATROL	150.	250.	350.	450.
SCHOOL LITERARY MAGAZINE	200.	300.	400.	500.
YEAR BOOK	200.	300.	400.	500.
MUSIC CLUB	300.	400.	500.	600.

SCHEDULE C 1989-1990
CO-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>EXPERIENCE LEVEL</u>			
	(1)	(2)	(3)	(4)
A.V.A.	600.	700.	800.	900.
DRAMA	800.	900.	1000.	1100.
DRAMA ASST.	500.	600.	700.	800.
SOCCER (INTRAMURAL)	400.	500.	600.	700.
VOLLEYBALL (INTRAMURAL)	400.	500.	600.	700.
SAFETY PATROL	250.	350.	450.	550.
SCHOOL LITERARY MAGAZINE	300.	400.	500.	600.
YEAR BOOK	300.	400.	500.	600.
MUSIC CLUB	400.	500.	600.	700.

SCHEDULE C 1990-1991
CO-CURRICULAR ACTIVITIES

<u>ACTIVITY</u>	<u>EXPERIENCE LEVEL</u>			
	(1)	(2)	(3)	(4)
A.V.A.	700.	800.	900.	1000.
DRAMA	900.	1000.	1100.	1200.
DRAMA ASST.	600.	700.	800.	900.
SOCCER (INTRAMURAL)	500.	600.	700.	800.
VOLLEYBALL (INTRAMURAL)	500.	600.	700.	800.
SAFETY PATROL	350.	450.	550.	650.
SCHOOL LITERARY MAGAZINE	400.	500.	600.	700.
YEAR BOOK	400.	500.	600.	700.
MUSIC CLUB	500.	600.	700.	800.